

# **Victim-Offender Mediation Program Committee**

## **State of Delaware**

### **Victim-Offender Mediation Programs In New Castle, Kent, and Sussex Counties**

#### **Request for Proposal**

**JUD19001-VOMP**

**Thursday April 18, 2019**

**DEADLINE TO RESPOND**  
***Monday May 20, 2019***  
***4:00 PM (EST)***

STATE OF DELAWARE  
Victim-Offender Mediation Program Committee

**CONTRACT NO. JUD19001-VOMP**

**ALL VENDORS:**

The enclosed packet contains a "REQUEST FOR PROPOSAL" for JUD19001-VOMP. The proposal consists of the following:

**Contents:**

- I. INTRODUCTION**
- II. SCOPE OF SERVICES**
- III. FORMAT FOR PROPOSAL**
- IV. PROPOSAL EVALUATION PROCEDURES**
- V. CONTRACT TERMS AND CONDITIONS**
- VI. MISCELLANEOUS**

**I. INTRODUCTION**

**A. PURPOSE**

The State of Delaware Victim-Offender Mediation Program Committee (hereinafter "State of Delaware" or "Committee"), seeks professional services to administer victim-offender mediation programs in New Castle, Kent, and Sussex Counties. Vendor may submit proposals for statewide services or for services in New Castle, Kent or Sussex Counties only, or any combination thereof. All proposals targeting Kent and Sussex Counties should offer specific solutions for situations unique to these areas such as transportation, few providers, and so on. The Victim-Offender Mediation Program is authorized by 11 *Del. C. Ch. 95* and funded pursuant to 72 *Del. Laws Ch. 94*. This request for proposals ("RFP") is issued pursuant to 29 *Del. C. §§ [6981 and 6982](#)*.

Each proposal must be accompanied by a cover letter which must do all of the following:

1. Briefly summarizes the proposing firm's interest in providing the required professional services.
2. Clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on **Attachment 3**).
3. Attest to the fact that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

**B. MANDATORY PRE-BID MEETING**

A mandatory pre-bid meeting has not been established for this Request for Proposal.

**C. CONTRACT PERIOD**

Each Vendor's contract shall be valid for a three (3) year contract term from July 1, 2019 to June 30, 2022. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and

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the Victim-Offender Mediation Program Committee and such negotiations may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to six (6) months after the term of the full contract has been completed.

**D. KEY RFP DATES/MILESTONES**

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	Thursday, April 18, 2019
Written Questions Due No Later Than (NLT)	Friday May 3, 2019 no later than 4.00 pm
Written Answers Due/Posted to Website NLT	Friday May 10, 2019
Proposals Due NLT	Monday May 20, 2019 no later than 4.00 pm
<i>Proposal Evaluation/Presentations as required</i>	<i>Monday June 3, 2019 if required</i>
Expected Contract notification but no later than within 90 days of bid opening	Monday June 10, 2019

**E. ENQUIRIES & QUESTIONS**

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by **Friday May 3, 2019 by 4:00 PM**. All questions will be answered in writing by **Friday May 10, 2019** and posted on <http://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

**F. RFP DESIGNATED CONTACT**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the Vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Ashley Tucker**  
**Administrative Office of the Courts**  
**405 North King Street**  
**Suite 507**  
**Wilmington, DE 19801**  
[ashley.tucker@delaware.gov](mailto:ashley.tucker@delaware.gov)  
**Subject line: VOMP RFP - question**

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

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**G. CONTACT WITH STATE EMPLOYEE**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**II. SCOPE OF SERVICES**

**A. OVERVIEW**

This contract will be issued to the Vendor(s) that shall administer the victim-offender mediation programs (hereafter "Program") in the State of Delaware.

The Vendor shall: 1) in conjunction with the Committee, develop criteria for participation in the program; 2) provide trained victim-offender mediation facilitators; and 3) maintain necessary records and perform other fiscal functions. The specific statutory requirements are outlined in detail below.

The Program shall satisfy the following requirements pursuant to 11 Del. C. § 9502(b) to qualify for funding:

- (1) Be operated by a Delaware 501(c)(3) tax-exempt organization;
- (2) Provide neutral mediators who have received training in conflict resolution techniques;
- (3) Comply with Chapter 95 of Title 11 of the Delaware Code as well as any rules promulgated by the Committee;
- (4) Provide victim-offender mediation in felony, misdemeanor and juvenile delinquency cases without cost to the participants; and,
- (5) At the conclusion of the mediation process provide a written agreement or decision to the referral source setting forth the settlement of the issues and future responsibilities of each participant.

The Chair or appropriate designee of the Committee may inspect the financial records and audit the Vendor. 11 Del. C. § 9502(e). The Vendor shall be an independent contractor of the State. Therefore, employees and volunteers of the Vendor are not State employees. 11 Del. C. § 9502(f).

The Vendor shall supply annually the following statistical information to the Committee as required by 11 Del. C. § 9502(g):

- (1) The operating budget;
- (2) The number of case referrals, categories, or types of cases referred;
- (3) The number of parties serviced;
- (4) The number of cases resolved;

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- (5) The nature of the resolution, amount and type of restitution to victim and/or community;
- (6) The rate of compliance;
- (7) The length of total case processing time by the Victim-Offender Mediation Program;
- (8) Community service hours agreed to, if applicable; and,
- (9) Community service hours completed, if applicable.

The Vendor shall supply the Monthly Statistical Report in the reporting form provided by the Committee as contained in the **Attachment 8** of the RFP. This report must be submitted to the Administrative Office of the Courts on a monthly basis and funding will not be released until the report has been received.

The Vendor shall maintain the confidentiality and anonymity of all mediation participants. The Vendor shall protect confidential information as specified in 11 Del. C. § 9503:

*All memoranda, work notes or products, or case files or programs established under this chapter are confidential and privileged and are not subject to disclosure in any judicial or administrative proceeding unless the court or administrative tribunal determines that the materials were submitted by a participant to the program for the purpose of avoiding discovery of the material in a subsequent proceeding. Any communication relating to the subject matter of the resolution made during the mediation process by any participant, mediator or any other person is a privileged communication and is not subject to disclosure in any judicial or administrative proceeding unless all parties to the communication waive the privilege. The foregoing privilege and limitation of evidentiary use does not apply to any communication of a threat that injury or damage may be inflicted on any person or on the property of a party to the dispute, to the extent the communication may be relevant evidence in a criminal matter. Nothing in this section shall prevent the Victim-Offender Mediation Committee from obtaining access to any information it deems necessary to administer this chapter.*

Cases for the Victim-Offender Mediation Program shall be identified by the Delaware Attorney General's Office, the Family Court, the Court of Common Pleas, or the Program after it is determined that the case meets criteria. Victim(s) and offender(s) shall be contacted by the Program and receive information explaining the Program services and options available. Mediation will be offered to persons who voluntarily agree to participate. Statewide, there were approximately 1,761 case referrals made from July 1, 2017 to June 30, 2018. Vendor should be aware that this is not a fixed number and that the total amount of case referrals can fluctuate from year to year.

For individuals who choose to participate in the Program, individual assessment sessions shall be held with each victim and offender prior to actual mediation in order to explain the process and address any questions or concerns. Mediations shall be scheduled at the convenience of the victim. Mediations shall be held at locations within the community or at the courthouse. The Program shall be provided at no cost to the victim or offender. A written agreement shall be drafted by the mediator at the conclusion of the mediation process, which shall reflect the interests of the parties and provide the conditions and future responsibilities of each of the parties. If appropriate, the agreement will include any restitution. The Delaware Attorney General's Office shall be informed of the outcome of mediation.

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All mediated agreements and Program documents shall be confidential, and Program staff shall maintain systems and procedures to protect Program participants and mediators. The Program shall document case management using forms outlined in the Vendor's Response to the RFP.

The Program shall participate in the collection and disbursement of restitution through the negotiation of payment plans which allow offenders to pay their pro rata share of the restitution. The Committee may ask that a Vendor deposit restitution funds collected for the Program in a separate account and that these funds shall not be commingled with Vendor's operational budget. In cases involving victims of juvenile offenders, the Program shall work with referred cases to facilitate a court order for a determined amount of restitution. The Program shall interface with system principals who include, but are not limited to, Juvenile Probation, Family Court, the Delaware Attorney General's Office and others on behalf of the victim to identify and secure a restitution amount that ultimately becomes an order of the Court. All mediated agreement and restitution determinations involving juvenile offenders shall be reviewed by the Family Court and signed by a Family Court Judge or Commissioner, thereby becoming an order of the Court.

The Program shall send program evaluation forms to all participants. The evaluation shall be based upon the client's sense of satisfaction with the Program and Program staff and mediators.

## **B. REQUIRED INFORMATION**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

### **1. Minimum Requirements:**

- a. Provide evidence of tax-exempt 501(c)(3) status under the Internal Revenue Code.
- b. Provide Charter of Incorporation.
- c. Provide evidence of Insurance:
  - Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/\$3,000,000 per aggregate.
  - Miscellaneous Errors and Omissions insurance in the amount of \$1,000,000 per occurrence/\$3,000,000 per aggregate.
  - Automotive Liability (Bodily Injury) insurance in the amount of \$100,000/\$300,000 and Automotive Property Damage (to others) in the amount of \$25,000 If the Vendor will be transporting Program clients or staff.
  - Insurance that will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, that may arise from operations under this contract.

### **2. General Evaluation Requirements:**

- a. Experience, Expertise, and Reputation: Provide a description of other victim-offender mediation programs or other similar services that your organization has performed; list any references, including addresses, telephone and facsimile numbers of contact persons for these projects.

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- b. Capacity to meet requirements (size, financial condition, etc.): Provide a general description of your organization, including size, number of employees, primary business, other business or services and any other relevant descriptive material. Describe the cost of operating the victim-offender mediation program, including the compensation of employees and projected annual operating budget. Describe how your organization will handle the proposed referred caseload.
- c. Location (geographical): Describe the location of the center(s) where the victim-offender mediation will take place. Please indicate which county or counties your organization intends to serve.
- d. Demonstrated ability: Provide examples of successful community based programs or victim-offender mediation programs your organization has run. Explain the program, the individuals the program served, and provide any supporting statistics on the success of the program and how many people it served.
- e. Distribution of work to individuals and firms or economic considerations: Describe how your firm intends to administer the victim-offender mediation programs. Identify the person in your organization who will be involved in the key activities of this project; provide a brief resume of each individual's professional experience and qualifications; designate one person who will ultimately be accountable for the development of your organization's services to the Committee.

### III. FORMAT FOR PROPOSAL

#### A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

#### B. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the Vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by Vendor's representative completing the bid submission.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

#### C. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

#### D. CONCISE PROPOSALS

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The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

**E. COVER LETTER**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal.

The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. Briefly summarize the proposing firm's interest in providing the required professional services, clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal, and attest to the fact that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Victim-Offender Mediation Program Committee.

**F. TABLE OF CONTENTS**

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

**G. DESCRIPTION OF SERVICES AND QUALIFICATIONS**

Each proposal must contain a detailed description of how the Vendor will provide the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

**H. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS**

By submitting a bid, each Vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**I. BID BOND REQUIREMENT**

The Bid Bond requirement has been waived.

**J. PERFORMANCE BOND REQUIREMENT**

The Performance Bond requirement has been waived.

**K. DELIVERY AND NUMBER OF COPIES WITH MAILING OF PROPOSAL**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **two (2) paper copies**. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a Vendor signature. The remaining copy does not require original signatures.



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All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **4:00 PM (Local Time) on Monday May 20, 2019**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail (certified or registered), or by hand to:

Ashley Tucker  
Administrative Office of the Courts  
405 North King Street  
Suite 507  
Wilmington, DE 19801

**Vendors are directed to clearly print “BID ENCLOSED - JUD19001-VOMP” on the outside of the bid package.**

Any proposal received after the date and time deadline referenced above shall not be considered and shall be returned unopened. The proposing Vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of Vendor proposals, each Vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Vendors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

**L. PROPOSAL OPENING**

There will be no public opening of proposals. Proposals will be opened in the presence of State of Delaware personnel and a public log will be kept with the names of all Vendor organizations that submitted proposals. Any unopened proposals will be returned to the submitting Vendor.

**M. PROPOSAL EXPIRATION DATE**

Prices quoted in the proposal shall remain fixed and binding on the Vendor at least through August 13, 2019. Delaware reserves the right to ask for an extension of time if needed.

**N. WITHDRAWAL OF PROPOSALS**

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

**O. PROPOSAL MODIFICATIONS**

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**P. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)**

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If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

**Q. INCURRED EXPENSES**

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

**R. DISCREPANCIES AND OMISSIONS**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Vendor. Should Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of Vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

**S. EXCEPTIONS**

Vendors may elect to take **minor exception** to the terms and conditions of this RFP by completing **Attachment 3**. The Victim-Offender Mediation Program Committee shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Committee must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

**Exceptions must be submitted utilizing Attachment 3 to be considered.** Exceptions listed elsewhere in the Vendor's proposal will not be considered. The Victim-Offender Mediation Program Committee maintains sole discretion to reject any Vendor exceptions that are submitted.

**T. BUSINESS REFERENCES**

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using **Attachment 6**. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

**U. DOCUMENT(S) EXECUTION**

All Vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as **Attachment 2**. The awarded Vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Committee.

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The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to Vendors. Successful completion of this form enables the creation of a State of Delaware Vendor record. The Taxpayer ID (SSN or EIN) and Applicant (Vendor) name are submitted to the Internal Revenue Service for “matching.” If the Taxpayer ID and name do not match, the Vendor record cannot be approved.

It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

## **V. SUBCONTRACTS**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using **Attachment 7**.

## **W. CONFIDENTIALITY**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the Vendor’s proposal will be treated as confidential during the evaluation process. As such, Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Vendor’s information to a competing Vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \(“FOIA”\)](#). FOIA requires that the State of Delaware’s records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected Vendor proposals will likely become subject to FOIA’s public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the Vendor community’s desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as “confidential business information”). Proposals must contain sufficient information to be evaluated. If a Vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the Vendor’s confidential business information may be lost.

In order to allow the State to assess its ability to protect a Vendor’s confidential business information, Vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information using **Attachment 5** in a separate, sealed envelope labeled “Confidential Business Information” and include the specific RFP number. The envelope must contain a letter from the Vendor’s legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not “public record” as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

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Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A Vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any Vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

**X. PRICE NOT CONFIDENTIAL**

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

**Y. ATTACHMENTS**

Attachment 1 – No Proposal Reply Form  
Attachment 2 – Non-Collusion Statement  
Attachment 3 – Exceptions  
Attachment 4 – Company Profile and Capabilities  
Attachment 5 – Confidentiality and Proprietary Information  
Attachment 6 – Business References  
Attachment 7 – Subcontractor Information Form  
Attachment 8 – Monthly Statistical Report  
Attachment 9 – Subcontracting (2<sup>nd</sup> Tier Spend) Report  
Attachment 10 – Office of Supplier Diversity Certification Application  
Attachment 11 – Performance Bond Form  
Attachment 12 – Bid Bond Form  
Attachment 13 – Proposal Reply Requirements

**IV. PROPOSAL EVALUATION PROCEDURES**

**A. GENERAL ADMINISTRATION**

**1. OBTAINING COPIES OF THE RFP**

This RFP is available in electronic format through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov). Paper copies of this RFP will not be available.

**2. ASSISTANCE TO VENDORS WITH A DISABILITY**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than 10 days prior to the deadline for receipt of the proposal. See Section I, F above for the name of the Designated Contact.

**3. STATE'S RIGHT TO REJECT PROPOSALS**

The State of Delaware reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the

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negotiation process. The State is not obligated to award the contract to the Vendor who submits the lowest bid of the Vendor whose receives the highest total point score. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

#### **4. STATE'S RIGHT TO CANCEL SOLICITATION**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any Vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason. No employee of the Vendor is to begin any work prior to the signing of a formal contract.

#### **5. DISQUALIFICATION OF VENDORS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the Vendor by federal, any state or any local governments within the last five (5) years.
- e. Any conviction under State or Federal statutes of an offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State Vendor.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

#### **B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR**

The Victim-Offender Mediation Program Committee shall award this contract to the most responsible and responsive Vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. A proposal may be rejected for 1 or more of the following reasons:
  - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;

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- b. It is unacceptable;
  - c. The proposed price is unreasonable; or
  - d. It is otherwise not advantageous to the State.
- 2. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
- 3. Responsibility of Vendors. It shall be determined whether a Vendor is responsible before awarding a contract. Factors to be considered in determining if a Vendor is responsible include:
  - a. The Vendor's financial, physical, personnel or other resources, including subcontracts;
  - b. The Vendor's record of performance and integrity;
  - c. Any record regarding any suspension or debarment;
  - d. Whether the Vendor is qualified legally to contract with the State;
  - e. Whether the Vendor supplied all necessary information concerning its responsibility; and
  - f. Whether the Vendor has the organizational ability to provide the proposed services in a geographic location.

**C. PROPOSAL EVALUATION COMMITTEE**

The Proposal Evaluation Committee is comprised of representatives of the State of Delaware.

The Proposal Evaluation Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all Vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Vendor and negotiate with more than one Vendor at the same time.
- Select more than one vendor based on the following criteria:
  - Vendor proffered services.
  - Vendor service area/population.

**D. REQUIREMENTS OF THE VENDOR**

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

- Evidence of tax-exempt 501(c)(3) status under the Internal Revenue Code.
- Evidence of Vendor's Charter of Incorporation.
- Evidence of Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- Evidence of Miscellaneous Errors and Omissions insurance in the amount of \$1,000,000 per occurrence/\$3,000,000 per aggregate.

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- If Vendor will transport Program clients or staff, evidence of Automotive Liability (Bodily Injury) insurance in the amount of \$100,000/\$300,000 and Automotive Property Damage (to others) in the amount of \$25,000.
- Insurance that will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract.

**E. CRITERIA AND SCORING**

	EVALUATION CRITERIA		
		PERCENTAGE	POINTS
1.	Experience, expertise, and reputation	25	25
2.	Capacity to meet requirements	20	20
3.	Location (geographical)	20	20
4.	Demonstrated ability	20	20
5.	Distribution of work to individuals and firms or economic considerations	15	15
	TOTAL SCORE	100%	100

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

**F. REFERENCES**

The Committee may contact any customer of the Vendor, whether or not included in the Vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include Vendor personnel. If the Vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**G. ORAL PRESENTATIONS**

Selected Vendors may be invited to make oral presentations to the Committee. The Vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the Vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the Vendor's responsibility.

**V. CONTRACT TERMS AND CONDITIONS**

**A. VENDOR RESPONSIBILITY**

1. The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's

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proposal by completing **Attachment 7**, and are subject the approval and acceptance of the Victim-Offender Mediation Program Committee.

2. All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.
3. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

## **B. AWARD AND EXECUTION OF CONTRACT**

### **1. CONTRACT AWARD TIMELINE**

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

### **2. EXECUTION OF CONTRACT**

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

### **3. THE CONTRACT**

The contract(s) with the successful Vendor(s) will be executed with the Victim-Offender Mediation Program Committee acting for all participating governmental entities.

### **4. SUBCONTRACTS**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (**Attachment 7**) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

## **C. CONTRACT TERMS AND CONDITIONS**

### **1. CONTRACT DOCUMENTS**

This RFP, Specification or Scope of Services, Proposal, and final Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract; Request for Proposal; Specifications or Scope of Services;



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and Proposal. No other document shall be considered. These documents will constitute the entire agreement between the State of Delaware and the Vendor.

## **2. WARRANTY**

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

## **3. FUNDING OUT or NON-APPROPRIATION**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

## **4. TERMINATION OF CONTRACT**

The contract awarded as a result of this RFP may be terminated as follows by the Victim-Offender Mediation Program Committee.

### **a. Termination for Cause:**

1. If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
2. On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A Vendor's response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the Vendor's response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- ### **b. Termination for Convenience:**
- The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

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**5. EMERGENCY TERMINATION OF CONTRACT**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the State of Delaware, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

**6. REMEDIES**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

**7. COVENANT AGAINST CONTINGENT FEES**

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

**8. GRATUITIES**

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

**9. AFFIRMATION**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

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**10. ASSIGNMENT**

This contract shall not be assigned except by express prior written consent from the Agency.

**11. FAIR BACKGROUND CHECK PRACTICES**

Pursuant to 29 Del. C. [§ 6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

**12. VENDOR BACKGROUND CHECK REQUIREMENTS**

Pursuant to the exception provided by 19 Del. C. § 711(g)(4), Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on individuals providing program services on Vendor's behalf for contract JUD19001-VOMP, including a check of the Delaware Sex Offender Central Registry at <https://sexoffender.dsp.delaware.gov/>. Individuals include, but are not limited to, employees, contractors, or volunteers.

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises services for contract Vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, the Vendor may apply for a waiver to the Committee. The Committee's decision to allow or deny access to any individual identified on a registry database is final and at the Committee's sole discretion.

Upon request of the Committee, the Vendor(s) shall provide a list of all individuals serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in violation of the terms stated, shall be immediately prevented from performing awarded services. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the final contract's scope of services or be a matter of common law.

**13. PERMITS AND LICENSES**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

**14. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>.

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An organization that operates under a nonprofit 501(c) status is not required to have a Delaware business license. <https://revenue.delaware.gov/business-tax-forms/non-profit-corporations/> but must show evidence of its 501(c) status.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

## 15. MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the Vendor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors must carry the following coverage depending on the scope of services being delivered.

- a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
and
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 aggregate,  
and
- c. Automotive Liability Insurance if the Vendor will be transporting Program clients or staff covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to other,  
and
- d. The Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Vendor is an independent contractor and is not an employee of the State of Delaware.

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**State of Delaware  
Administrative Office of the Courts  
405 North King Street  
Suite 507  
Wilmington, DE 19801**

**Note: The State of Delaware shall not be named as an additional insured.**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

## 16. CHANGES

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Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Services. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the contract.

## 17. METHOD OF PAYMENT

- a. For each P.O. issued as part of this contract, the State will pay Vendor on a monthly basis within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by submission of the Monthly Statistical Report.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of State acceptance of the services. The Vendor shall not charge a late fee for services that are not the subject of a good faith dispute that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

- b. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

## 18. REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Monthly Statistical Report (**Attachment 8**) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month. The Vendor shall complete the template provided and submit electronically as an attachment to the final contract's designated point of contact. Submitted reports shall cover the full month. (Report due by August 15<sup>th</sup> will cover the period of July 1 – July 31.) Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

**AGENCIES MAY NOT REMOVE SUBCONTRACTING 2<sup>ND</sup> TIER REPORTS** – Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name

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of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as **Attachment 9**.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendorusage@delaware.gov](mailto:vendorusage@delaware.gov) on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

#### **19. INFORMATION REQUIREMENT**

The successful Vendor shall be required to advise and provide the Victim-Offender Mediation Committee of the gross costs associated with this contract.

#### **20. INTEREST OF VENDOR**

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

#### **21. INDEPENDENT CONTRACTORS**

The parties to any contract from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers' compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

#### **22. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED**

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

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Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the Vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

**23. ACA SAFE HARBOR [reserved]**

**24. INDEMNIFICATION**

**a. General Indemnification**

By submitting a proposal, the proposing Vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Vendor's its agents and employees' performance work or services in connection with the contract.

**b. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the Vendor in writing and Vendor shall defend such claim, suit or action at Vendor's expense, and Vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively "Products") is or in Vendor's reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**25. LAWS TO BE OBSERVED**

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

**26. APPLICABLE LAW AND JURISDICTION**

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This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Vendor submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

**27. SEVERABILITY**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**28. NOTICE**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Staff Attorney  
Administrative Office of the Courts  
405 North King Street  
Suite 507  
Wilmington, DE 19801

**29. VENDOR EMERGENCY RESPONSE POINT OF CONTACT**

The awarded Vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the Vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Vendor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**VI. MISCELLANEOUS**

**A. NON-DISCRIMINATION**

In performing the services subject to this RFP, the Vendor will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges or employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful Vendor shall comply with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices. Failure to perform under this provision constitutes a material breach of contract.



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**B. PUBLIC INSPECTION OF PROPOSALS**

All documents submitted as part of the Vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any Vendor's information to a competing Vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

**C. PATENTED DEVICES, MATERIAL AND PROCESSES**

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

**D. COOPERATIVES**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

**E. VENDOR NON-ENTITLEMENT**

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

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This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

**F. AGENCY USE CONTRACT**

Pursuant to 29 Del. C. [§6904](#)(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

**G. MULTIPLE SOURCE AWARD**

The Agency reserves the right to award this contract to more than one Vendor pursuant to 29 Del.C. [§6926](#).

**H. POTENTIAL CONTRACT OVERLAP**

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple Vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**I. SUPPLEMENTAL SOLICITATION**

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

**J. OPPORTUNITY BUYS**

The State can waive use of a contract pursuant to 29 Del. C. §6911(d). A process has been developed to permit any Vendor the opportunity to submit an Opportunity Buy offer to the State for goods or services for consideration despite the existence of a contract. See [Opportunity Buy Flowchart](#). The Committee will afford any Vendor on an existing contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted Vendor prior to a waiver being granted.

**K. I FOUND IT CHEAPER**

The State can waive use of a contract pursuant to 29 Del. C. §6911(d). A process has been developed to permit any State employee or Vendor to identify a lower price for material or services for consideration despite the existence of a contract. See [I Found It Cheaper Flowchart](#). The Committee will afford any Vendor on an existing contract an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

**L. PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for

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anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

**M. ASSIGNMENT OF ANTITRUST CLAIMS**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

**N. INSPECTION**

The State of Delaware reserves the right to conduct any inspection it may deem necessary to insure equipment, materials, and services conform to contract requirements.

**O. AUDIT ACCESS TO RECORDS**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract and as authorized by State statute. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**P. IRS 1075 Publication (If Applicable)**

**Performance**

In performance of this contract, the Vendor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the Vendor or the Vendor 's responsible employees.

The Vendor and the Vendor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance

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of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Vendor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The Vendor will maintain a list of employees authorized access. Such list will be provided to the Committee and, upon request, to the IRS reviewing office.

The Committee will have the right to void the contract if the Vendor fails to provide the safeguards described above.

### **Criminal/Civil Sanctions**

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the Vendor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of

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which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a Vendor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Vendors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Vendors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 ) For both the initial certification and the annual certification, the Vendor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **Inspection**

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Vendor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Vendor is found to be noncompliant with contract safeguards.

### **Q. NO PRESS RELEASES OR PUBLIC DISCLOSURE**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

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**Attachment 1**

**NO PROPOSAL REPLY FORM**

Contract No.: JUD19001-VOMP

Contract Title: Victim-Offender Mediation Programs in New Castle, Kent, and Sussex Counties

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document.  
Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the  
manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

**PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.**

**CONTRACT NO.: JUD19001-VOMP****TITLE: Victim-Offender Mediation Programs in New Castle, Kent, and Sussex Counties****DEADLINE TO RESPOND: Monday May 20, 2019 at 4:00 PM (local time)****NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Victim-Offender Mediation Program Committee.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Victim-Offender Mediation Program Committee.

COMPANY NAME \_\_\_\_\_ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS:  CERT. NO.:	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?  
YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

[illegible]

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Contract No.: JUD19001-VOMP

Contract Title: Victim-Offender Mediation Programs in New Castle, Kent, and Sussex Counties

**COMPANY PROFILE & CAPABILITIES FORM**

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	<b>Experience, expertise, and reputation:</b> Provide a description of other victim-offender mediation programs or other similar services that your organization has performed.
2.	<b>Capacity to meet requirements (size, financial condition, etc.):</b> Provide a general description of your organization, including size, number of employees, primary business, other business or services and any other relevant descriptive material. Describe the cost of operating the victim-offender mediation program, including the compensation of employees and projected annual operating budget. Describe how your organization will handle the proposed referred caseload.
3.	<b>Location (geographical):</b> Describe the location of the center(s) where the victim-offender mediation will take place. Please indicate which county or counties your organization intends to serve.
4.	<b>Demonstrated ability:</b> Provide examples of successful community based programs or victim-offender mediation programs your organization has run. Explain the program, the individuals the program served, and provide any supporting statistics on the success of the program and how many people it served.
5.	<b>Distribution of work to individuals and firms or economic considerations:</b> Describe how your firm intends to administer the victim-offender mediation programs. Identify the person in your organization who will be involved in the key activities of this project; provide a brief resume of each individual's professional experience and qualifications; designate one person who will ultimately be accountable for the development of your organization's services to the Committee.

Contract No.: JUD19001-VOMP  
Contract Title: Victim-Offender Mediation Programs in New Castle, Kent, and Sussex Counties

**CONFIDENTIALITY FORM**

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

**Note:** Vendor may use additional pages as necessary, but the format shall be the same as provided above.

Contract No.: JUD19001-VOMP

Contract Title: Victim-Offender Mediation Programs in New Castle, Kent, and Sussex Counties

**BUSINESS REFERENCES FORM**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list the contract(s).

1.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

2.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

## SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. <b>JUD19001-VOMP</b>	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Use a separate form for each subcontractor

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Attachment 8

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY – A REPORT WILL BE PROVIDED WITH THE CONTRACT**

									20					
									-					
									20					
<b>Victim-Offender Mediation Program</b>														
Evaluation Report for:														
<b>JUD19001-VOMP</b>														
Dept.#:														
UNSPSC: 80122001														
	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	Apr.	May	June	Total	
<b>Mediation Services</b>														
<b>Utilization Measures for Cases:</b>														
<b>Total Number of Pending Cases</b>														
<b>Total Number of New Cases</b>														
<b>Total Number of New Castle County Cases</b>														
Justice of the Peace Court														
Court of Common Pleas - all cases other than community														
Court of Common Pleas - community														
Family Court														
Superior Court														
Agency														
<b>Total Number of New Kent County Cases</b>														
Justice of the Peace Court														
Court of Common Pleas - all cases other than community														

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Court of Common Pleas - community													
Family Court													
Superior Court													
Agency													
<b>Total Number of New Sussex County Cases</b>													
Justice of the Peace Court													
Court of Common Pleas - all cases other than community													
Court of Common Pleas - community													
Family Court													
Superior Court													
Agency													
<b>Total Number of Cases Returned</b>													
victim refused mediation													
offender refused mediation													
both refused mediation													
inability to contact victim													
inability to contact offender													
inability to contact both													
case returned requested by court or AG													
<b>Total Number of Cases Contacted</b>													
<b>Total Number of Mediations Conducted</b>													
# Mediations Conducted Divided by Cases Contacted													
Target - __% of Appropriate Cases Mediated													

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<b>Outcome Measures</b>													
<b>Total Number of Mediations Resulting in Agreement</b>													
<b>% of Cases Resulting in Agreement</b>													
<b>Target- __%</b>													
<b>Time from Referral to Mediation</b>													
<b>Target- 30 days or less</b>													
<b>Total Number of Cases Closed</b>													
<b>Cases Closed (Compliant with Agreement)</b>													
<b>Cases Closed (non-compliant with Agreement)</b>													
<b>% of Cases Closed Successfully</b>													
<b>Target - __%</b>													
<b>Total Restitution Ordered</b>													
<b>Total Number of New Castle County Cases</b>													
<b>Court of Common Pleas - all cases other than community</b>													
<b>Court of Common Pleas - community</b>													
<b>Family Court</b>													
<b>Superior Court</b>													
<b>Agency/Other</b>													
<b>Total Restitution Ordered for Kent County</b>													
<b>Court of Common Pleas - all case other than community</b>													
<b>Court of Common Pleas - community</b>													
<b>Family Court</b>													
<b>Superior Court</b>													

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Agency/Other													
<b>Total Restitution Ordered for Sussex County</b>													
Court of Common Pleas - all cases other than community													
Court of Common Pleas - community													
Family Court													
Superior Court													
Agency/Other													
<b>Total Restitution Repaid</b>													
<b>Total Number of New Castle County Cases</b>													
Court of Common Pleas - all case other than community													
Court of Common Pleas - community													
Family Court													
Superior Court													
Agency/Other													
<b>Total Restitution Repaid for Kent County</b>													
Court of Common Pleas - all case other than community													
Court of Common Pleas - community													
Family Court													
Superior Court													
Agency/Other													
<b>Total Restitution Repaid for Sussex County</b>													
Court of Common Pleas - all case other than community													
Court of Common Pleas - community													
Family Court													
Superior Court													
Agency/Other													
<b>Total % of Restitution Repaid</b>													
Target - __%													



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# Offenders to Pay Restitution													
# Offenders Paid Restitution													
% of Offenders in Compliance with Repayment													
Target - __%													
Total # Hours of Community Service Ordered / Pending													
Total # Hours of Community Service Completed													
% of Community Service Hours Completed													
Target - __%													
# Offenders with Community Service													
# Offenders Completed Community Service													
% of Offenders in Compliance with Community Service													
Target - __%													
Individuals Served:													
Total Assisted													
Total Participated in Mediation													
Student Services													
# of Students Attending Conflict Resolution Class													
# of Students Attending Shoplifters' Alternative Class													
Average (Target - 15 month)													
Number of Active Volunteers													

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Attachment 9

**SAMPLE REPORT – FOR ILLUSTRATION PURPOSES ONLY**

<b>State of Delaware</b>																		
<b>Subcontracting (2nd tier) Quarterly Report</b>																		
<b>Prime Name:</b>							<b>Report Start Date:</b>											
<b>Contract Name/Number</b>							<b>Report End Date:</b>											
<b>Contact Name:</b>							<b>Today's Date:</b>											
<b>Contact Phone:</b>							*Minimum Required		Requested detail									
<b>Vend or Name *</b>	<b>Vend or TaxID *</b>	<b>Contra ct Name/ Numbe r*</b>	<b>Vendo r Conta ct Name *</b>	<b>Vendo r Conta ct Phone *</b>	<b>Repo rt Start Date*</b>	<b>Repo rt End Date*</b>	<b>Amount Paid to Subcontract or*</b>	<b>Work Performed by Subcontract or UNSPSC</b>	<b>M/WBE Certifyi ng Agency</b>	<b>Veteran/Serv ice Disabled Veteran Certifying Agency</b>	<b>2nd tier Suppli er Name</b>	<b>2nd tier Suppli er Addre ss</b>	<b>2nd tier Suppli er Phone Numb er</b>	<b>2nd tier Suppli er email</b>	<b>Descripti on of Work Performe d</b>	<b>2nd tier Suppli er Tax Id</b>	<b>Dat e Pai d</b>	

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor

Completed reports shall be saved in an Excel format and submitted to the State.

**State of Delaware  
Office of Supplier Diversity  
Certification Application**

The most recent application can be downloaded from the following site:  
<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@delaware.gov](mailto:osd@delaware.gov)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

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**Attachment 11**

**PERFORMANCE BOND HAS BEEN WAIVED**

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**Attachment 12**

**BID BOND HAS BEEN WAIVED**

**PROPOSAL REPLY REQUIREMENTS**

The response should contain the following minimum information:

1. A brief Cover Letter including an Applicant's experience, if any, providing similar services.
2. Vendor shall provide a detailed description of services to be provided, and shall respond to the **Scope of Services identified in Section II**. Failure to adequately describe the extent of their abilities may affect how the state evaluates and scores the Vendor proposal.

**Vendors are encouraged to review the Evaluation criteria (Section IV, E) to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.**

3. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
4. One (1) completed RFP Exception Form (Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Profile and Capabilities Form (Attachment 4)
6. One (1) completed Confidentiality Form (Attachment 5) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference Form (Attachment 6) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (Attachment 7) for each subcontractor – only provide if applicable.
9. One (1) complete OSD Application (see link on Attachment 10) – optional, only provide if applicable

The items listed above provide the basis for evaluating each Vendor's proposal. **Failure to provide all appropriate information may deem the submitting Vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall compile all documentation noted above, and all other documents as required in this RFP and shall provide in the following format(s):

1. Two (2) paper copies of the Vendor's proposal paperwork.